Prepared by Docket Entry. Not filed in the case.

M.D. Fla. (Tampa Division)
Thomas v. The Michaels Organization, LLC
No. 8:26-cv-02658

FIRST AMENDED COMPLAINT AND DEMAND FOR A JURY TRIAL

PRELIMINARY STATEMENT

1. Four members of the Thomas family breathed mold inside their home at MacDill Air Force Base. Senior Airman Robert Thomas developed sinus and congestion symptoms. Amanda Thomas developed sinus symptoms and congestion. A.T. developed wheezing, eczema, and rashes. Z.T. developed eczema and rashes. The mold grew because water kept entering the home, and the people responsible for the home kept treating the surface instead of the source.

2. The family moved into 1806 Cabbage Court on or about August 2, 2021. Soon after, water collected under the floors. Harbor Bay personnel pulled a toilet and the flooring from the master bathroom to find the source. The water came back. Harbor Bay personnel pulled the same toilet and replaced the same flooring. The water came back again, in 2023, in 2024, and in 2025.

3. On September 13, 2022, Amanda Thomas reported red water running from a bathtub faucet and a musty smell from the air vents. Harbor Bay personnel marked the faucet work order "complete." The red water kept running. On June 3, 2023, Amanda Thomas reported mold on the master-bathroom wall. Harbor Bay's Environmental Supervisor called it "discoloration," sprayed it with Clorox, and wiped it away. It grew back.

4. After Hurricane Milton, the family reported leaks. Months later, Harbor Bay personnel dried the walls and painted them. On May 20, 2025, Amanda Thomas found mold covering the HVAC system. It appeared to have been painted over. Harbor Bay personnel proposed to clean it and paint it again. Amanda Thomas refused. Only then did Harbor Bay personnel replace the system.

5. In September 2025, mold appeared behind a bathroom light fixture. Harbor Bay personnel repaired it in January 2026. On January 21, 2026, an independent inspector found mold contamination in the home's air-distribution system at levels the inspector determined made the home unsafe. The Lease names AMC East Communities, LLC as Owner. MMS Air Force, LLC manages the housing. Harbor Bay is the name under which the work was done. This Complaint holds each Defendant to account for what it did and what it failed to do.

I. PARTIES

A. The Thomas Family

6. Robert Thomas is a Senior Airman in the United States Air Force. He is stationed at MacDill Air Force Base in Tampa, Florida ("MacDill"). He sues individually and as next friend of A.T. and Z.T.

7. Amanda Reneé Thomas is the spouse of Robert Thomas. She sues individually and as next friend of A.T. and Z.T.

8. A.T. is a minor child of Robert Thomas and Amanda Thomas. A.T. sues through Robert Thomas and Amanda Thomas as next friends.

9. Z.T. is a minor child of Robert Thomas and Amanda Thomas. Z.T. sues through Robert Thomas and Amanda Thomas as next friends.

10. Robert Thomas, Amanda Thomas, A.T., and Z.T. (together, "Plaintiffs" or "the Thomas family") lived at 1806 Cabbage Court at MacDill (the "Residence") from on or about August 2, 2021 through at least January 2026.

B. AMC East Communities, LLC

11. Defendant AMC East Communities, LLC ("AMC") is a Delaware limited liability company. Its principal place of business is 2 Cooper Street, Camden, New Jersey 08102.

12. The Lease for the Residence identifies AMC as the "Owner."

13. AMC is the lessor of the Residence.

C. MMS Air Force, LLC

14. Defendant MMS Air Force, LLC ("MMS") is a New Jersey limited liability company. Its principal place of business is 2 Cooper Street, Camden, New Jersey 08102. MMS is registered to do business in Florida.

15. MMS acted as property manager for military housing at MacDill, including the Residence, at all times relevant to this Complaint.

16. In this action, Defendants have stated that the housing at MacDill is "operated by MMS and AMC." (Doc. 19 at 2.)

D. The Michaels Organization, LLC

17. Defendant The Michaels Organization, LLC ("Michaels") is a New Jersey limited liability company. Its principal place of business is 2 Cooper Street, Camden, New Jersey 08102. Michaels is registered to do business in Florida.

18. Michaels, AMC, and MMS share the same principal place of business.

19. In 2021, Michaels acquired the assets of AMC East, LLC and of AMC.

20. The Michaels website identifies MacDill as one location of its "[q]uality housing from Coast to Coast."

21. Persons whose e-mail addresses and signature blocks identify them as Michaels employees work with residents at MacDill on leasing and maintenance matters.

22. On information and belief, after the 2021 acquisition, Michaels conducted leasing, management, and maintenance at MacDill directly and through AMC, MMS, and the Harbor Bay name.

E. Harbor Bay

23. "Harbor Bay at MacDill" ("Harbor Bay") is the name under which leasing, management, and maintenance personnel dealt with the Thomas family at MacDill.

24. Harbor Bay appears as the Landlord and Lessor on the Mold Addenda to the Lease.

25. No entity named Harbor Bay at MacDill is registered with the Division of Corporations of the Florida Department of State.

26. On information and belief, in *Mullins v. The Michaels Organization, LLC*, No. 8:25-cv-02637-SDM-AAS (M.D. Fla.), AMC represented that Harbor Bay is a "common or trade name" of Michaels and not a distinct legal entity.

27. On information and belief, Harbor Bay is a trade name of Michaels.

28. The persons who received the Thomas family's reports and who performed or directed maintenance and repair at the Residence under the Harbor Bay name are referred to in this Complaint as "Harbor Bay personnel."

29. Harbor Bay personnel were the persons to whom the Thomas family

reported maintenance conditions at the Residence. Harbor Bay personnel received those reports, created work orders, and performed or directed the work described in this Complaint.

30. On information and belief, Harbor Bay personnel were employed by MMS, the property manager of the Residence, or by Michaels, the entity whose trade name Harbor Bay is, or by both.

31. On information and belief, Harbor Bay personnel performed the maintenance and repair that the Lease obligates AMC, as Owner and lessor, to provide at the Residence.

F. Scope of Allegations Concerning Litigation Statements

32. The statements described in paragraphs 16 and 26 are alleged as facts concerning the identity and roles of Defendants. No liability in this Complaint is predicated on the making or filing of either statement.

II. JURISDICTION AND VENUE

A. Subject-Matter Jurisdiction

33. This Court has subject-matter jurisdiction under 28 U.S.C. § 1331.

34. The Residence is located on MacDill, in Hillsborough County, Florida.

35. On March 29, 1950, the Governor of Florida executed a Deed of Cession. The Deed ceded to the United States exclusive jurisdiction over described lands in Hillsborough County held by the United States for military purposes. Those lands include the land on which the Residence sits. Florida retained concurrent jurisdiction only for the execution of civil and criminal process.

36. Plaintiffs are aware of no retrocession of that jurisdiction.

37. The delivery of the Residence, the maintenance and repair of the Residence, the exposure of each Plaintiff to mold, and each Plaintiff's bodily injury occurred on that land.

38. Because the conduct and the injuries alleged in this Complaint occurred on a federal enclave, Plaintiffs' claims arise under federal law.

B. Law Governing Claims for Bodily Injury

39. Each Plaintiff sustained bodily injury at the Residence, as described in Section III.G.

40. Under 28 U.S.C. § 5001(b), "[i]n a civil action brought to recover on account of an injury sustained in" a place subject to the exclusive jurisdiction of the United States within a State, "the rights of the parties shall be governed by the law of the State in which the place is located." The Residence is in Florida.

41. Each Count in this Complaint is brought, in whole or in part, to recover on account of bodily injury sustained by one or more Plaintiffs at the Residence.

42. The Lease provides that Florida law applies.

C. Venue

43. Venue is proper under 28 U.S.C. § 1391(b)(2). A substantial part of the events giving rise to the claims occurred at the Residence, within this District.

D. Personal Jurisdiction

44. AMC is the lessor of the Residence, which is real property in Florida. AMC undertook in the Lease to maintain the Residence. The Lease required AMC to perform maintenance at the Residence, in Florida. The breaches and torts alleged against AMC occurred at the Residence. Fla. Stat. § 48.193(1)(a)1., 2., 3., and 7.

45. MMS is registered to do business in Florida. MMS managed the Residence and performed or directed maintenance there. The torts alleged against MMS occurred at the Residence. Fla. Stat. § 48.193(1)(a)1. and 2.

46. Michaels is registered to do business in Florida. Michaels employees work with MacDill residents on leasing and maintenance matters. On information and belief, the Harbor Bay personnel who performed the maintenance described in this Complaint acted as employees or agents of Michaels. The torts alleged against Michaels occurred at the Residence. Fla. Stat. § 48.193(1)(a)1. and 2.

47. Each claim against each Defendant arises from that Defendant's conduct in Florida described in this Complaint.

III. FACTUAL ALLEGATIONS

A. Privatized Housing at MacDill

48. In November 2007, AMC East, LLC and the United States Air Force entered into a 50-year lease to privatize military housing at MacDill.

49. An Operating Agreement between AMC East, LLC and the Air Force created AMC.

50. The Air Force pays the private housing operator at MacDill for management and maintenance of the housing.

51. The Air Force pays the Basic Allowance for Housing ("BAH") of a service member who rents privatized housing at MacDill to the housing operator as rent.

52. The standard lease used at MacDill contains warnings about moisture and mold.

53. The Resident Guidelines and Community Handbook used at MacDill

instruct residents to report signs of leaks, moisture, or mold immediately.

54. For years before August 2021, military families at MacDill submitted complaints to Harbor Bay about mold and about health problems from exposure to mold.

55. On information and belief, before August 2021, Harbor Bay personnel knew that numerous homes at MacDill lacked vapor barriers between the first floor and the outdoors or had defective vapor barriers. On information and belief, Harbor Bay personnel also knew that the air-conditioning units in numerous homes at MacDill lacked secondary drain lines.

56. A missing or defective vapor barrier allows moisture to enter a home from below. A missing secondary drain line allows condensate from an air-conditioning unit to leak into a home.

B. The Lease

57. Before moving into the Residence, Robert Thomas entered into a residential lease for the Residence (the "Lease").

58. The Lease identifies AMC as the Owner.

59. The Lease identifies Michaels Management Services, Inc., or its successor, as the Property Manager.

60. Amanda Thomas, A.T., and Z.T. occupied the Residence with Robert Thomas under the Lease.

61. The Lease states that, before move-in, the Residence was in safe, clean, and habitable condition.

62. On information and belief, the Lease also states that the Residence was

free of mold, mildew, and signs of water intrusion.

63. The Lease obligates the Owner to maintain the Residence and to remedy leaks, moisture, mold, and other defects.

64. Mold Addenda accompany the Lease. The Mold Addenda name Harbor Bay as Landlord and Lessor.

65. The Lease provides that Florida law applies.

66. Robert Thomas's BAH was paid to AMC as rent for the Residence for each month of the tenancy.

67. The Thomas family performed its obligations under the Lease.

68. The Thomas family moved into the Residence on or about August 2, 2021.

C. Water Intrusion and the Maintenance Response

69. Soon after the Thomas family moved in, water began to collect under the floors of the Residence.

70. Water from under the floors of the Residence leaked into the downstairs storage area of the neighboring residence.

71. A neighbor told Amanda Thomas that Harbor Bay had identified the Residence as the possible source of the water in the neighbor's storage area.

72. Harbor Bay personnel removed flooring and a toilet from the master bathroom of the Residence to locate the source of the water.

73. On September 13, 2022, Amanda Thomas reported to Harbor Bay that red water was flowing from the faucet of an upstairs bathtub.

74. Harbor Bay personnel marked the work order for the faucet "complete."

75. Harbor Bay personnel did not repair the faucet.

76. Red water continued to discharge from the faucet whenever the faucet was turned on. The Thomas family stopped using that bathroom while the condition persisted.

77. The identity of the Harbor Bay representative who marked the faucet work order "complete" is within Defendants' possession, custody, or control.

78. On September 13, 2022, Amanda Thomas also reported to Harbor Bay a persistent musty odor from the HVAC vents of the Residence.

79. Harbor Bay personnel cleaned the vents.

80. Harbor Bay personnel did not identify or correct the source of the odor.

81. By November 13, 2023, water was again leaking under the floors of the Residence and into the neighboring residence. Harbor Bay again attributed the water to the master bathroom of the Residence.

82. Water intrusion attributed to the master bathroom recurred in 2024 and in 2025.

83. On each occasion, Harbor Bay personnel removed the same toilet and replaced the same flooring.

84. Except for the most recent occurrence, those repairs did not identify or correct the source of the recurring water intrusion.

85. Hurricane Milton struck the Tampa area on or about October 9, 2024.

86. After Hurricane Milton, the Residence experienced additional water intrusion and multiple leaks. The Thomas family reported the leaks to Harbor Bay.

87. Months passed before Harbor Bay personnel addressed the affected areas.

88. When Harbor Bay personnel performed the work, they dried and repainted

the affected areas.

89. Harbor Bay personnel did not remove the affected drywall. Harbor Bay personnel did not determine whether moisture or microbial growth existed within the concealed building materials.

90. The identities of the Harbor Bay personnel who performed that work are within Defendants' possession, custody, or control.

D. Mold Reports, Statements, and Remediation

1. June 3, 2023: the master-bathroom wall

91. On June 3, 2023, Amanda Thomas reported to Harbor Bay visible mold growth on the wall of the master bathroom. That wall is in the area of the Residence to which Harbor Bay had attributed the water intrusion.

92. Kylee Kirby, then Harbor Bay's Environmental Supervisor, inspected the growth at the Residence.

93. Kirby told Amanda Thomas that the growth was "discoloration."

94. In context, Kirby's statement communicated to Amanda Thomas that the growth was not mold and required no testing or remediation.

95. Kirby did not test the growth. Kirby did not investigate the source of the moisture supporting the growth.

96. Kirby sprayed the area with Clorox and wiped the growth away.

97. Visible growth returned in the same location.

2. May 20, 2025: the HVAC system

98. On May 20, 2025, Amanda Thomas discovered visible mold covering the HVAC system of the Residence.

99. The mold appeared to have been painted over.

100. A Harbor Bay representative named Tevin proposed to clean the HVAC system and repaint the affected areas.

101. Amanda Thomas refused that proposal.

102. After Amanda Thomas refused, Harbor Bay personnel replaced the HVAC system.

103. The replacement required the Thomas family to leave the Residence for approximately three weeks.

3. September 2025 through January 2026: the bathroom light fixture

104. In September 2025, mold was discovered behind a light fixture in an upstairs bathroom of the Residence.

105. The Thomas family reported the mold to Harbor Bay and repeatedly demanded repair.

106. Harbor Bay personnel did not repair the condition until January 2026, approximately four months after the report.

4. January 21, 2026: the independent inspection

107. On January 21, 2026, the Thomas family obtained an inspection of the Residence by an independent third-party mold inspector.

108. The inspection revealed millions of mold spores within the HVAC system of the Residence.

109. The inspection documented contamination of the air-distribution system of the Residence.

110. The inspector determined that the contamination rendered the Residence

unsafe.

E. Notice and Knowledge

111. Harbor Bay personnel learned the following facts at the following times:

(a) in 2021, that water from the Residence was leaking into the neighboring residence;

(b) on September 13, 2022, that red water was discharging from the upstairs bathtub faucet and that a musty odor was coming from the HVAC vents;

(c) on June 3, 2023, that visible growth was present on the master-bathroom wall;

(d) by November 13, 2023, that water intrusion attributed to the master bathroom had recurred;

(e) after October 9, 2024, that the Residence had multiple active leaks;

(f) on May 20, 2025, that mold covered the HVAC system; and

(g) in September 2025, that mold was present behind the upstairs bathroom light fixture.

112. Kirby inspected the master-bathroom growth in person. Harbor Bay personnel performed each master-bathroom repair in person. Harbor Bay personnel performed the work after Hurricane Milton in person.

113. Harbor Bay was the channel through which the Thomas family reported conditions at the Residence to the Owner and to the Property Manager. Reports made by the Thomas family to Harbor Bay were reports to the landlord of the Residence under the Lease.

114. On information and belief, MMS, as property manager, received each

report described in paragraph 111 through Harbor Bay personnel.

115. On information and belief, Michaels, as the entity whose trade name Harbor Bay is, received each report described in paragraph 111 through Harbor Bay personnel.

116. AMC, as lessor, received each report described in paragraph 111 through the channel designated for reports to the landlord under the Lease.

117. Kirby held the title of Environmental Supervisor at Harbor Bay. On information and belief, Kirby's responsibilities included responding to resident reports of mold and moisture.

118. On information and belief, before June 3, 2023, Kirby knew that the master-bathroom wall was in the area of the Residence to which Harbor Bay had attributed the recurring water intrusion.

119. The maintenance records for the Residence are within Defendants' possession, custody, or control. Those records include each work order described in this Complaint and the maintenance history of the Residence before August 2, 2021.

F. Reliance and Continued Occupancy

120. Robert Thomas entered the Lease and accepted the Residence in reliance on the Lease's statement that the Residence was in safe, clean, and habitable condition.

121. Robert Thomas and Amanda Thomas would not have moved the family into the Residence had they known that water entered the master-bathroom area and collected under the floors.

122. After Kirby told Amanda Thomas on June 3, 2023 that the growth was "discoloration," the Thomas family did not seek mold testing of the Residence. The

Thomas family remained in the Residence.

123. Had Kirby told Amanda Thomas that the growth was mold, Amanda Thomas and Robert Thomas would have demanded testing and remediation of the master-bathroom area. They would not have kept the family in the Residence without that testing and remediation.

124. Amanda Thomas rejected the May 20, 2025 proposal to clean and repaint the HVAC system. The Thomas family did not rely on that proposal.

125. The Thomas family did not learn the extent of the mold contamination within the air-distribution system of the Residence until the January 21, 2026 inspection.

126. Had the Thomas family known the nature and extent of the recurring water intrusion, concealed moisture, and mold contamination within the Residence, the Thomas family would not have accepted or remained in the Residence.

127. Robert Thomas and Amanda Thomas made the decisions described in this Section for themselves and for A.T. and Z.T.

G. Injuries

128. Each member of the Thomas family breathed air circulated through the HVAC system of the Residence while living there.

129. Each member of the Thomas family inhaled and ingested mold within the Residence.

130. Robert Thomas developed sinus and congestion symptoms during the tenancy. Exposure to mold within the Residence caused those symptoms.

131. Amanda Thomas developed sinus symptoms and congestion during the

tenancy. Exposure to mold within the Residence caused those symptoms. Amanda Thomas also developed anxiety during the tenancy.

132. A.T. developed wheezing, recurring eczema, and skin rashes during the tenancy. Exposure to mold within the Residence caused those conditions.

133. Z.T. developed recurring eczema and skin rashes during the tenancy. Exposure to mold within the Residence caused those conditions.

134. A.T. and Z.T. are minor children.

135. Each Plaintiff's symptoms persisted while water intrusion, the musty odor, and visible growth persisted within the Residence.

136. Each Plaintiff requires medical evaluation, testing, and treatment for the effects of the exposure.

137. Each Plaintiff has experienced emotional distress accompanying his or her bodily injury, including concern about the consequences of the exposure.

H. Financial and Property Losses

138. The Thomas family lost the use of the upstairs bathroom after September 13, 2022 while the faucet condition persisted.

139. The Thomas family lost the use of the master bathroom during each removal of the toilet and flooring.

140. The Thomas family lost the use of the Residence for approximately three weeks during the 2025 HVAC replacement.

141. Robert Thomas's BAH was paid to AMC for every month of the tenancy. Those months include each month in which the Residence had an unrepaired faucet, active water intrusion, a musty odor from the HVAC system, visible mold, or a

contaminated air-distribution system.

142. The Thomas family obtained the January 21, 2026 inspection at its own expense.

143. Water and mold within the Residence damaged personal property of the Thomas family.

IV. CAUSES OF ACTION

COUNT I — Breach of the Lease (by Robert Thomas against AMC)

144. Robert Thomas incorporates Sections I, II, III.B, III.C, III.D, III.G, and III.H of this Complaint.

145. The Lease is a contract between Robert Thomas and AMC.

146. Robert Thomas performed his obligations under the Lease, including payment of rent through his BAH.

147. The Lease obligated AMC to deliver the Residence in safe, clean, and habitable condition. The Lease obligated AMC to maintain the Residence and to remedy leaks, moisture, mold, and other defects.

148. AMC breached the Lease in each of the following respects:

(a) water collected under the floors of the Residence soon after delivery;

(b) the upstairs bathtub faucet was not repaired after the September 13, 2022 report;

(c) before the most recent occurrence, the source of the recurring master-bathroom water intrusion was not identified or corrected;

(d) the leaks reported after Hurricane Milton went unaddressed for months, and

the water-damaged materials were then painted rather than removed or examined for concealed moisture or growth;

(e) the mold reported on the master-bathroom wall on June 3, 2023 was wiped rather than tested or remediated, and the growth returned;

(f) the mold covering the HVAC system was not remediated until after May 20, 2025; and

(g) the mold behind the upstairs bathroom light fixture remained unremediated for approximately four months after the report.

149. Harbor Bay personnel performed or omitted each act described in paragraph 148 in the performance of AMC's maintenance obligations under the Lease.

150. As a direct result of AMC's breaches, Robert Thomas lost the use of portions of the Residence, paid rent for a Residence not in the condition the Lease required, incurred expenses, and sustained the bodily injury described in Section III.G.

COUNT II — Violation of Fla. Stat. § 83.51 (by all Plaintiffs against AMC)

151. Plaintiffs incorporate Sections I, II, III.B, III.C, III.D, III.G, and III.H of this Complaint.

152. AMC is the owner and lessor of the Residence. AMC is the landlord of the Residence.

153. The Residence is a dwelling unit rented for use as a home by the Thomas family, who maintain a common household.

154. Each Plaintiff is a person entitled to occupy the Residence under the Lease. Each Plaintiff is a tenant of the Residence.

155. Fla. Stat. § 83.51(1) requires the landlord, at all times during the tenancy, to "[c]omply with the requirements of applicable building, housing, and health codes" or, where no such codes apply, to "maintain the roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition."

156. From September 13, 2022, the plumbing serving the upstairs bathtub discharged red water and was not repaired.

157. From 2021 until the most recent repair, plumbing in the master bathroom allowed water to leak under the floors of the Residence and into the neighboring residence.

158. After Hurricane Milton, the Residence admitted water at multiple locations. Those locations remained unrepaired for months.

159. AMC did not maintain the plumbing of the Residence in reasonable working condition. AMC did not maintain the floors, walls, and other structural components of the Residence in good repair.

160. In the alternative, to the extent building, housing, or health codes applied to the Residence during the tenancy, AMC did not comply with those codes' requirements concerning plumbing, leaks, and the repair of floors and walls. The conditions described in paragraphs 156 through 158 are the noncompliance.

161. No negligent or wrongful act or omission of any Plaintiff caused the water intrusion, the faucet condition, or the mold growth.

162. AMC's noncompliance allowed moisture to remain within the Residence

and allowed mold to grow within the Residence and its HVAC system.

163. Each Plaintiff inhaled and ingested that mold and sustained the bodily injury described in Section III.G. This Count is brought to recover on account of that bodily injury.

164. Under Fla. Stat. § 83.55, each Plaintiff is entitled to recover the damages caused by AMC's noncompliance.

COUNT III — Negligence (by all Plaintiffs against AMC)

165. Plaintiffs incorporate Sections I, II, III.A, III.B, III.C, III.D, III.E, III.G, and III.H of this Complaint.

166. AMC owned the Residence and leased it to the Thomas family as a dwelling.

167. AMC owed the Thomas family a duty to inspect the Residence before the Thomas family took possession and to make the repairs necessary to deliver a reasonably safe dwelling.

168. AMC owed the Thomas family a continuing duty, after the Thomas family took possession, to exercise reasonable care to repair dangerous and defective conditions upon notice of their existence.

169. AMC received notice of each condition described in paragraph 111 through the channel designated under the Lease for reports to the landlord.

170. AMC breached its duties. Water collected under the floors of the Residence soon after delivery. After notice, the faucet went unrepaired. After notice, the master-bathroom source went unidentified through repeated repairs. After notice, visible mold

was wiped and not tested. After notice, water-damaged materials were painted and not examined. After notice, the HVAC system was not remediated until Amanda Thomas refused another cleaning and painting. After notice, mold behind the light fixture remained for approximately four months.

171. Each breach allowed moisture to remain within the Residence and allowed mold to grow and circulate through the HVAC system.

172. As a direct and proximate result, each Plaintiff inhaled and ingested mold and sustained the bodily injury described in Section III.G, the emotional distress accompanying that injury, the need for medical evaluation and treatment, and the property and financial losses described in Section III.H.

COUNT IV — Negligence (by all Plaintiffs against MMS)

173. Plaintiffs incorporate Sections I, II, III.A, III.C, III.D, III.E, III.G, and III.H of this Complaint.

174. MMS undertook to manage the Residence and to perform or direct maintenance and repair at the Residence.

175. MMS owed the Thomas family a duty to exercise reasonable care in performing that undertaking.

176. On information and belief, the Harbor Bay personnel described in Sections III.C and III.D were employed by MMS or acted under the direction of MMS.

177. MMS received notice of each condition described in paragraph 111 through Harbor Bay personnel.

178. MMS breached its duty. Its personnel marked the September 13, 2022

faucet work order "complete" without repairing the faucet. Its personnel responded to each recurrence of master-bathroom water intrusion with the same toilet-and-flooring repair without finding the source. Its personnel dried and painted water-damaged materials without determining whether moisture or microbial growth remained. Its personnel left mold behind the upstairs bathroom light fixture for approximately four months after the Thomas family reported it.

179. Each breach allowed moisture to remain within the Residence and allowed mold to grow and circulate through the HVAC system.

180. As a direct and proximate result, each Plaintiff inhaled and ingested mold and sustained the bodily injury described in Section III.G, the emotional distress accompanying that injury, the need for medical evaluation and treatment, and the property and financial losses described in Section III.H.

COUNT V — Negligence (by all Plaintiffs against Michaels)

181. Plaintiffs incorporate Sections I, II, III.A, III.C, III.D, III.E, III.G, and III.H of this Complaint.

182. On information and belief, Harbor Bay is a trade name of Michaels, and the Harbor Bay personnel described in Sections III.C and III.D were employed by Michaels.

183. Michaels undertook, under the Harbor Bay name, to perform maintenance and repair at the Residence and to respond to the Thomas family's reports.

184. Michaels owed the Thomas family a duty to exercise reasonable care in performing that undertaking.

185. Michaels received notice of each condition described in paragraph 111 through Harbor Bay personnel.

186. Michaels breached its duty. Its Environmental Supervisor called visible mold "discoloration" and wiped it away without testing it. Its personnel painted water-damaged materials without determining whether moisture or microbial growth remained. Its personnel proposed to clean and repaint a mold-covered HVAC system. Its personnel left mold behind the upstairs bathroom light fixture for approximately four months after the Thomas family reported it.

187. Each breach allowed moisture to remain within the Residence and allowed mold to grow and circulate through the HVAC system.

188. As a direct and proximate result, each Plaintiff inhaled and ingested mold and sustained the bodily injury described in Section III.G, the emotional distress accompanying that injury, the need for medical evaluation and treatment, and the property and financial losses described in Section III.H.

COUNT VI — Gross Negligence (by all Plaintiffs against AMC)

189. Plaintiffs incorporate Sections I, II, III.A, III.B, III.C, III.D, III.E, III.G, and III.H of this Complaint.

190. AMC owed the Thomas family the duties described in paragraphs 167 and 168.

191. AMC knew, from the warnings in its own Lease and Mold Addenda, that moisture and mold in a dwelling endanger the health of occupants.

192. Through the channel designated under the Lease, AMC knew each fact

listed in paragraph 111 at the time listed. On information and belief, AMC knew that two minor children lived in the Residence.

193. With that knowledge, water intrusion in the master bathroom was answered for four years by the same repair. Visible mold was wiped and called "discoloration." Water-damaged materials were painted. Mold behind a light fixture was left for approximately four months while the family demanded repair.

194. Those circumstances constituted an imminent and clear and present danger to the health of the Thomas family amounting to more than ordinary peril. AMC's course of conduct in the face of that danger evinced a conscious disregard of the consequences to the Thomas family.

195. That course of conduct was AMC's own conduct in maintaining the Residence. It was carried out, over a period of years, through the maintenance operation that performed AMC's obligations under the Lease.

196. As a direct and proximate result, each Plaintiff sustained the bodily injury described in Section III.G and the losses described in Section III.H.

COUNT VII — Gross Negligence (by all Plaintiffs against MMS)

197. Plaintiffs incorporate Sections I, II, III.A, III.C, III.D, III.E, III.G, and III.H of this Complaint.

198. MMS owed the Thomas family the duty described in paragraph 175.

199. MMS knew, from the warnings in the standard MacDill lease and Mold Addenda and from years of resident complaints at MacDill, that moisture and mold in a dwelling endanger the health of occupants.

200. Through Harbor Bay personnel, MMS knew each fact listed in paragraph 111 at the time listed.

201. With that knowledge, MMS's personnel marked a work order "complete" without performing the repair. MMS's personnel wiped visible mold rather than test it. MMS's personnel painted water-damaged materials rather than remove them. MMS's personnel repeated the same master-bathroom repair for four years. MMS's personnel left mold behind a light fixture for approximately four months while the family demanded repair.

202. Those circumstances constituted an imminent and clear and present danger to the health of the Thomas family amounting to more than ordinary peril. MMS's course of conduct in the face of that danger evinced a conscious disregard of the consequences to the Thomas family.

203. That course of conduct was MMS's own conduct in managing the Residence. It was carried out, over a period of years, through the maintenance operation that MMS directed.

204. As a direct and proximate result, each Plaintiff sustained the bodily injury described in Section III.G and the losses described in Section III.H.

COUNT VIII — Gross Negligence (by all Plaintiffs against Michaels)

205. Plaintiffs incorporate Sections I, II, III.A, III.C, III.D, III.E, III.G, and III.H of this Complaint.

206. Michaels owed the Thomas family the duty described in paragraph 184.

207. Michaels knew, from the warnings in the standard MacDill lease and Mold

Addenda and from years of resident complaints to Harbor Bay, that moisture and mold in a dwelling endanger the health of occupants.

208. Through Harbor Bay personnel, Michaels knew each fact listed in paragraph 111 at the time listed.

209. With that knowledge, Michaels's Environmental Supervisor wiped visible mold rather than test it. Michaels's personnel painted water-damaged materials rather than remove them. Michaels's personnel repeated the same master-bathroom repair for four years. Michaels's personnel proposed to clean and repaint a mold-covered HVAC system. Michaels's personnel left mold behind a light fixture for approximately four months while the family demanded repair.

210. Those circumstances constituted an imminent and clear and present danger to the health of the Thomas family amounting to more than ordinary peril. Michaels's course of conduct in the face of that danger evinced a conscious disregard of the consequences to the Thomas family.

211. That course of conduct was Michaels's own conduct in maintaining the Residence under the Harbor Bay name. It was carried out, over a period of years, through the maintenance operation that bore that name.

212. As a direct and proximate result, each Plaintiff sustained the bodily injury described in Section III.G and the losses described in Section III.H.

COUNT IX — Negligent Misrepresentation Concerning the Condition of the Residence (by Robert Thomas and Amanda Thomas against AMC)

213. Robert Thomas and Amanda Thomas incorporate Sections I, II, III.A, III.B, III.C, III.E, III.F, III.G, and III.H of this Complaint.

214. In the Lease, AMC stated that the Residence was in safe, clean, and habitable condition before move-in. On information and belief, AMC also stated in the Lease that the Residence was free of mold, mildew, and signs of water intrusion.

215. Those statements were false when made. Soon after the Thomas family moved in, water from the master-bathroom area collected under the floors of the Residence and leaked into the neighboring residence. On information and belief, the defect that admitted that water existed when the Lease was made.

216. AMC owed a duty to inspect the Residence before delivering it. AMC had the means to discover the condition of the master-bathroom plumbing and floors before delivery. AMC did not exercise reasonable care in obtaining or communicating the information in the statements.

217. AMC made the statements to Robert Thomas, as prospective tenant, to induce him to enter the Lease and to induce the Thomas family to occupy the Residence.

218. Robert Thomas relied on the statements in entering the Lease. Robert Thomas and Amanda Thomas relied on the statements in moving the family into the Residence. That reliance was justified. The condition was not visible on ordinary inspection, and AMC was the party with access to the maintenance history of the Residence.

219. As a direct and proximate result, Robert Thomas and Amanda Thomas were exposed to moisture and mold within the Residence and sustained the bodily injury described in Section III.G. Robert Thomas also paid rent for the Residence and incurred the expenses and losses described in Section III.H.

COUNT X — Negligent Misrepresentation Concerning Repairs (by Robert Thomas and Amanda Thomas against MMS and Michaels)

220. Robert Thomas and Amanda Thomas incorporate Sections I, II, III.C, III.D, III.E, III.F, III.G, and III.H of this Complaint.

221. On June 3, 2023, at the Residence, Kirby told Amanda Thomas that the visible growth on the master-bathroom wall was "discoloration." In context, the statement communicated that the growth was not mold and required no testing or remediation.

222. The statement was false. The growth was mold. It returned in the same location after Kirby wiped it away.

223. Kirby made the statement without testing the growth and without investigating the moisture supporting it. Kirby did not exercise reasonable care in obtaining or communicating the information.

224. Kirby made the statement in the course of her employment as Environmental Supervisor, in response to a resident report, for the guidance of the Thomas family in deciding how to respond to the growth.

225. On information and belief, Kirby was an employee or agent of MMS, of Michaels, or of both, acting within the scope of that employment or agency.

226. Amanda Thomas and Robert Thomas relied on the statement. They did not seek mold testing of the Residence. They kept the family in the Residence without testing or remediation of the master-bathroom area. That reliance was justified. Kirby held the title of Environmental Supervisor, inspected the growth in person, and spoke for the organization responsible for maintenance.

227. As a direct and proximate result, the exposure of Robert Thomas and Amanda Thomas to mold within the Residence continued, and each sustained the bodily injury described in Section III.G and the losses described in Section III.H.

COUNT XI — Fraudulent Misrepresentation Concerning Repairs (by Robert Thomas and Amanda Thomas against MMS and Michaels)

228. Robert Thomas and Amanda Thomas incorporate Sections I, II, III.C, III.D, III.E, III.F, III.G, and III.H of this Complaint.

229. On June 3, 2023, at the Residence, Kirby told Amanda Thomas that the visible growth on the master-bathroom wall was "discoloration."

230. The statement was false. The growth was mold.

231. On information and belief, Kirby knew the statement was false when she made it. Kirby was Harbor Bay's Environmental Supervisor. Kirby inspected the growth in person. On information and belief, Kirby knew that the wall was in the area of the Residence to which Harbor Bay had attributed the recurring water intrusion. Kirby then sprayed the growth with Clorox.

232. Kirby made the statement so that Amanda Thomas would accept a Clorox wipe in place of testing and remediation and so that the Thomas family would remain in the Residence.

233. On information and belief, Kirby was an employee or agent of MMS, of Michaels, or of both, acting within the scope of that employment or agency.

234. Amanda Thomas and Robert Thomas relied on the statement. They did not seek mold testing. They kept the family in the Residence without testing or remediation of the master-bathroom area.

235. As a direct and proximate result, the exposure of Robert Thomas and Amanda Thomas to mold within the Residence continued, and each sustained the bodily injury described in Section III.G and the losses described in Section III.H.

COUNT XII — Fraudulent Concealment Concerning Repairs (by Robert Thomas and Amanda Thomas against MMS and Michaels)

236. Robert Thomas and Amanda Thomas incorporate Sections I, II, III.C, III.D, III.E, III.F, III.G, and III.H of this Complaint.

237. On June 3, 2023, Kirby knew facts that the Thomas family did not know. Kirby knew that the growth had not been tested. Kirby knew that the moisture source supporting the growth had not been investigated. On information and belief, Kirby knew that the wall was in the area to which Harbor Bay had attributed the recurring water intrusion.

238. Having undertaken to tell Amanda Thomas what the growth was, Kirby owed a duty to tell the whole truth about it.

239. Kirby did not disclose that the growth was untested. Kirby did not disclose that the moisture source was uninvestigated. Kirby did not disclose that the wall was in the water-intrusion area. Kirby instead called the growth "discoloration," sprayed it with Clorox, and wiped it away.

240. The wipe removed the visible evidence of the growth. The statement left the impression that no mold was present and that nothing further was required.

241. Kirby concealed those facts so that the Thomas family would remain in the Residence without demanding testing or remediation.

242. On information and belief, Kirby was an employee or agent of MMS, of

Michaels, or of both, acting within the scope of that employment or agency.

243. Amanda Thomas and Robert Thomas relied on the concealment. They did not seek mold testing. They kept the family in the Residence. The growth returned in the same location. The Thomas family did not learn the extent of the contamination until the January 21, 2026 inspection.

244. As a direct and proximate result, the exposure of Robert Thomas and Amanda Thomas to mold within the Residence continued, and each sustained the bodily injury described in Section III.G and the losses described in Section III.H.

COUNT XIII — Breach of the Operating Agreement as Third-Party Beneficiaries (by all Plaintiffs against AMC)

245. Plaintiffs incorporate Sections I, II, III.A, III.B, III.C, III.D, III.G, and III.H of this Complaint.

246. AMC East, LLC and the Air Force entered into an Operating Agreement creating AMC.

247. The Operating Agreement states that it is intended to further the goal of the Military Housing Privatization Initiative of benefiting residents of MacDill military housing.

248. The Operating Agreement contains language establishing that residents of MacDill military housing are intended beneficiaries of AMC's obligations concerning the provision of that housing.

249. On information and belief, the current version of the Operating Agreement under which AMC operates contains the same or similar language.

250. The Operating Agreement obligates AMC to provide management,

maintenance, operation, and repair of the military housing at MacDill.

251. AMC and the Air Force intended the Operating Agreement to benefit, primarily and directly, the service members housed at MacDill and the family members housed with them. Robert Thomas is a service member housed at MacDill. Amanda Thomas, A.T., and Z.T. are members of his family housed with him.

252. AMC breached the Operating Agreement through the acts and omissions described in paragraph 148, each of which occurred at the Residence in the performance of AMC's management and maintenance obligations.

253. As a direct and foreseeable result, each Plaintiff sustained the bodily injury described in Section III.G and the losses described in Section III.H.

V. DAMAGES

254. Each Plaintiff seeks damages for his or her own past and future physical pain and suffering; emotional distress accompanying bodily injury; medical, diagnostic, and treatment expenses; and loss of use and enjoyment of the Residence.

255. Robert Thomas seeks damages for rent paid for a Residence not in the condition the Lease required and for expenses incurred because of the conditions in the Residence.

256. Robert Thomas and Amanda Thomas seek damages for loss of or damage to their personal property.

257. Plaintiffs seek one recovery for each loss. Where more than one Count supports recovery for the same loss, Plaintiffs seek that recovery once.

258. Plaintiffs seek punitive damages against AMC on Count VI; against MMS on Counts VII, XI, and XII; and against Michaels on Counts VIII, XI, and XII.

PRAYER FOR RELIEF

Plaintiffs request that the Court enter judgment against Defendants and award:

A. compensatory damages to each Plaintiff in an amount to be determined at trial;

B. punitive damages against AMC on Count VI, against MMS on Counts VII, XI, and XII, and against Michaels on Counts VIII, XI, and XII, in amounts to be determined at trial;

C. pre-judgment and post-judgment interest as permitted by law;

D. reasonable attorney's fees to the extent permitted by the Lease or by applicable law, and costs under Fed. R. Civ. P. 54(d); and

E. such other relief as the Court deems just.

DEMAND FOR A JURY TRIAL

Plaintiffs demand a trial by jury on all issues so triable.

Signature block omitted.